

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	Case No. 3:18CV156
v.)	
)	
LORI D. COX,)	
)	
Defendant.)	

COMPLAINT

The United States of America, by and through Thomas L. Kirsch II, United States Attorney for the Northern District of Indiana, and Sharon Jefferson, Assistant United States Attorney, brings this action against the defendant and for its complaint alleges:

1. The Plaintiff is the United States of America.
2. Jurisdiction is conferred on this Court pursuant to Title 28, United States Code, Section 1345.
3. Defendant resides within the Northern District of Indiana.

COUNT I

4. The defendant became indebted to the United States of America as set forth in the Certificate of Indebtedness and promissory note(s) attached hereto and marked as Exhibits "A" and "B", respectively.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

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Plaintiff,)
) Case No. 3:18CV
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2. Jurisdiction is conferred on this Court pursuant to Title 28, United States Code, Section 1345.
3. Defendant resides within the Northern District of Indiana.

COUNT I

4. The defendant became indebted to the United States of America as set forth in the Certificate of Indebtedness and promissory note(s) attached hereto and marked as Exhibits "A" and "B", respectively.

5. Although demand has been made for payment, there remains due and owing the principal sum of \$1,385.04, plus interest to October 13, 2017 in the sum of \$1,558.98.

6. This amount is a debt to the United States as defined in the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308. *See* 28 U.S.C. §3002(3)(B).

COUNT II

Plaintiff realleges the allegations of Paragraphs 1-3 of the Complaint, as fully set out herein, and further complaining against defendant, states:

7. The defendant became indebted to the United States of America as set forth in the Certificate of Indebtedness and promissory note(s) attached hereto and marked as Exhibits "C", "D", "E", "F", "G", "H", "I", and "J", respectively.

8. Although demand has been made upon defendant for payment, defendant has neglected and refused to pay same, and there remains due and owing the principal sum of \$14,958.53, plus interest to October 13, 2017 in the sum of \$9,223.62.

9. This amount is a debt to the United States as defined in the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308. *See* 28 U.S.C. §3002(3)(B).

COUNT III

Plaintiff realleges the allegations of Paragraphs 1-3 of the Complaint, as fully set out herein, and further complaining against defendant, states:

10. The defendant became indebted to the United States of America as set forth in the Certificate of Indebtedness and promissory note(s) attached hereto and marked as Exhibits "K", "L", "M", and "N", respectively.

11. Although demand has been made for payment, there remains due and owing the principal sum of \$11,412.64, plus interest to October 13, 2017 in the sum of \$5,331.47.

12. This amount is a debt to the United States as defined in the Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001-3308. See 28 U.S.C. §3002(3)(B).

WHEREFORE, plaintiff demands judgment against defendant as follows:

1. In the amount of \$1,385.04 principal, plus \$1,558.98 interest accrued through October 13, 2017, plus costs of \$.00 on Count I;

2. Interest to continue to accrue at the rate of 8% per annum until the date of judgment on Count I;

3. In the amount of \$14,958.53 principal, plus \$9,223.62 interest accrued through October 13, 2017, plus costs of \$.00 on Count II;

4. Interest to continue to accrue on the principal at the rate of plus interest on the principal at the current rate of 4.08% per annum through June 30, 2018, and thereafter at such rate as the Department of Education establishes pursuant to 20 U.S.C. § 1077a, until the date of judgment on Count II.

5. In the amount of \$11,412.64 principal, plus \$5,331.47 interest accrued through October 13, 2017, plus costs of \$.00 on Count III;

6. Interest to continue to accrue on the principal at the rate of plus interest on the principal at the current rate of 3.28% per annum through June 30, 2018, and thereafter at such rate as the Department of Education establishes pursuant to 20 U.S.C. § 1077a, until the date of judgment on Count III.

7. Interest from the date of judgment is entered against the defendant on Count I, Count II, and Count III at the statutory rate until paid in full;

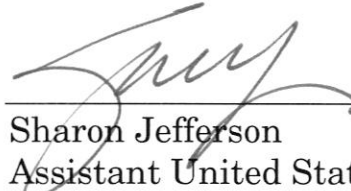
8. Costs of the suit; including but not limited to, filing fee of \$350.00, and administrative fee of \$50, as authorized by 28 U.S.C. §§ 1914 and 2412(a)(2), and;

9. Such further relief as is just and proper.

Respectfully Submitted,

THOMAS L. KIRSCH II
UNITED STATES ATTORNEY

By:

A handwritten signature in dark ink, appearing to read 'Sharon', is written over a horizontal line.

Sharon Jefferson
Assistant United States Attorney
United States Attorney's Office
Northern District of Indiana
5400 Federal Plaza, Suite 1500
Hammond, IN 46320
Phone: (219) 937-5500
Fax: (219) 852-2770
E-mail: sharon.jefferson2@usdoj.gov

CIVIL COVER SHEET

USDC IN/ND case 3:18-cv-00156 document 1-1 filed 03/01/18 page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

United States Attorney's Office
5400 Federal Plaza, Suite 1500, Hammond, IN 46320
(219) 937-5500

DEFENDANTS

LORI D. COX

County of Residence of First Listed Defendant Elkhart
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- X1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities / Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee -			

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

20:1080 Student Loan Recovery

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

Sharon Jefferson, Asst. U.S. Attorney

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 03/10/87, the BORROWER executed promissory note(s) to secure loan(s) of \$2,625.00 from Gainer Bank, Gary, IN. This loan was disbursed for \$1,313.00 on 04/20/87 at 8% interest per annum. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$33.15 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 06/29/02, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,385.04 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 11/02/09, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$113.27 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$1,385.04
Interest: \$1,558.98

Total debt as of 10/12/17: \$2,944.02

Interest accrues on the principal shown here at the rate of \$0.30 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT A



State Student Assistance Commission of Indiana

USDC IN/ND case 3:18-cv-00156 document 1-2 filed 03/01/18 page 2 of 5
Application and Promissory Note for an Indiana Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

AG-X-000018-08

SECTION I—TO BE COMPLETED BY THE STUDENT—READ THE INSTRUCTIONS

1. Social Security Number <u>1594</u>	2. Last Name, First, M.I., Permanent Home Address Name <u>C.O. X. D. HOLE</u> Address City <u>ELKHART</u> State <u>IN</u> Zip <u>416515</u>				
3. Birth date <u>11/17</u>	4. Area Code/Phone No. <u>(219) 294-4617</u>	5. Your Dependents Number <u>0</u> Ages	6. Permanent Resident of State Code <u>IN</u> Mo. <u>01</u> Yr. <u>816</u>	7. Intended Enrollment Status (check one) <input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 Half-time <input type="checkbox"/> 3 Less than Half-time	
8. U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Eligible Non-citizen Alien I.D. #	9. Major Course of Study Code <u>ALP</u>	10. While in School, You Intend to Live (check one) <input type="checkbox"/> 1 With Parents <input type="checkbox"/> 2 On Campus <input checked="" type="checkbox"/> 3 Off Campus	11. Prior to the academic year for which this loan is requested, have you ever been enrolled in any school beyond the high school level? (check one) <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No	12. Requested Loan Amount <u>2625</u> .00	13. Loan Period Mo. <u>04</u> Yr. <u>87</u> From <u>01</u> To <u>08</u>
14. Have you ever defaulted on an education loan? If yes, give details on a separate sheet of paper including what arrangements have been made, if any, to repay this debt. (check one) <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No			15. Do you have any unpaid education loans? (check one) If no, complete 15A thru 15E with zeroes. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		
15A. Enter the total unpaid balance you owe on all your Guaranteed Student Loans. .00	15B. For your most recent GSL, enter the beginning and ending dates of the loan period. From To	15C. Indicate the grade level of your most recent GSL <u>1</u>	15D. Indicate the interest rate on your most recent GSL <u>1</u> %	15E. Unpaid balance of your most recent GSL .00	

16. References—You must provide 3 separate references with different addresses (please print).

Street, City, State, Zip	Area Code/Phone No.	Employer
1. <u>Diana Terry</u> <u>46001</u> <u>Indianapolis IN</u>	<u>(317) 724-7617</u>	<u>Home American Nursing</u>
2. <u>Eva Ramza</u> <u>4635973</u> <u>Indianapolis IN</u>	<u>(205) 422-3683</u>	<u>Unknown</u>
3. <u>Hick Lucke</u> <u>4646737</u> <u>Indianapolis IN</u>	<u>(219) 833-3747</u>	<u>Morgan Driver</u>

17. Name and City of Lender who will process this loan.

GAINER BANK GARY IN

18. Temporary School Address

South Bend IN

Statement and any agreement I sign. By signing this Promissory Note, I, the student borrows acknowledge that I have received an exact copy hereof. I, the cosigner, have read and understand this Promissory Note and acknowledge that I may be responsible for payment in full of the obligation.

19A. Student Borrower Signature
Joni D. Pox Date 3-10-87

I, the cosigner, further acknowledge that I have received a "Notice to Cosigner provided separately in the Application and Promissory Note booklet and which is identical in text to the same on the reverse side of this Promissory Note.

19B. Cosigner (if any) Signature SSN Date

Cosigner address, street, city, state, zip

NOTICE TO STUDENT AND COSIGNER: Terms of the Promissory Note continue on the reverse side.

SECTION II—TO BE COMPLETED BY THE SCHOOL—INSTRUCTIONS ON REVERSE SIDE OF SCHOOL COPY

20. and 21. Name and Address of School <u>MICHAEL College of Commerce</u> <u>1530 E Jackson Rd</u> <u>South Bend IN</u>		22. Recommended Disbursement Date(s) Mo. Day Yr. #1 <u>4</u> <u>13</u> <u>87</u> #2 <u>6</u> <u>23</u> <u>87</u> #3	23. Loan Period Mo. Day Yr. From <u>4</u> <u>13</u> <u>87</u> To <u>1</u> <u>25</u> <u>88</u>	24. Grade Level Code <u>1</u>	25. Anticipated Completion Date Mo. Yr. <u>11</u> <u>88</u>
26. School Code <u>004583</u>	27. Area Code/Phone No. <u>(219) 291-0440</u>				
28. Dependency Status (check one) <input type="checkbox"/> 1 Dependent <input checked="" type="checkbox"/> 2 Independent	29. Adjusted Gross Income <u>11,147.00</u>	30. Estimated Cost of Education for Loan Period <u>19,600.00</u>	31. Financial Aid for Loan Period <u>2,100.00</u>	32. Expected Family Contribution <u>1290.00</u>	33. Difference (30 minus 31 and 32) <u>16,210.00</u>

34. I have read and agree to the terms of the SCHOOL CERTIFICATION printed on the back of this Application

Authorized Signature Joni D. Pox Erri Brusk Finland Print Name and TitleDate 3-10-87

SECTION III—TO BE COMPLETED BY THE LENDER

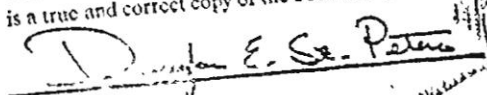
35. and 36. Name and Address of Lending Institution <u>Gainer Bank</u> <u>P.O. Box 209</u> <u>Gary, IN 46402</u>		39. Loan Disbursement Date(s) Mo. Day Yr. #1 <u>5-11-87</u> #2 <u>7-7-87</u> #3	40. Loan Amount(s) #1 <u>1313.00</u> #2 <u>1312.00</u> #3 40. Total Amount Lender Approves <u>\$ 2,625.00</u>	41. Lender Use Only <u>1-5-89 N N</u>
37. Area Code/Phone No. <u>(219) 738-4022</u>	38. Lender Code <u>803602</u>			
42. Signature of Authorized Lending Official <u>[Signature]</u>		Print Name and Title <u>C. Connors, Vice President</u>		Date <u>4-6-87</u>

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Retain copy D for your records.

LENDER COPY—A

"I declare under the penalty of perjury that the foregoing
is a true and correct copy of the Promissory Note."



Douglas E. St. Peters
Vice President, Portfolio Management

Sallie Mae, Inc. as authorized Agent for United
Student Aid Funds.

Dated: 7/9/09

EXHIBIT B

II. Interest. I will pay interest on the unpaid principal balance from the date the lender advances the loan until the loan is paid in full. The interest rate on this loan will be the same as the interest rate on the student's other Guaranteed Student Loans if any of those loans is still outstanding and has an interest rate of 7%, 8% or 9%. If the student has no outstanding Guaranteed Student Loans, the interest rate on this loan will be 8%. The Notice of Loan Guarantee and Disclosure Statement identifies the interest rate for this loan. I understand that if I am eligible for Federal interest benefits, the interest will be paid by the Secretary of Education (Secretary) (a) during the period I am in school, (b) during the grace period described in Paragraph VI below, and (c) during the time my loan payments are deferred as allowed by Paragraph VIII below.

III. Insurance Premium. I will pay the lender an insurance premium of one percent (1%) per annum of the Loan Amount for the in-school period and the grace period. The actual insurance premium will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement and will be deducted from each disbursement. This charge is not refundable except for the amount attributable to any disbursement I do not receive or unless I return the original disbursement check uncashed.

IV. Origination Fee. I will pay the lender an Origination Fee which will be deducted from each disbursement. The actual Origination Fee will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement. This charge is not refundable except for the amount attributable to any disbursement I do not receive or unless I return the original disbursement check uncashed. This fee may not exceed the maximum amount set by law.

V. Guarantee Coverage. I understand the lender has applied for guarantee coverage of this loan through the State Student Assistance Commission of Indiana (SSACI) and because of this, the loan is subject to, and the terms of this Promissory Note will be interpreted in accordance with, Subchapter IV, Part B of the Higher Education Act of 1965 (the "Act"), as amended, Federal Regulations adopted under the Act, and the Rules and Regulations of SSACI.

VI. Repayment. I will repay this loan in full immediately if I fail to enroll at and attend the school which certified my application for the academic period intended. In this case, the loan will not be eligible for a grace period.

I will repay this loan in periodic installments during a repayment period that will begin no later than the end of my grace period. The grace period begins when I either leave school or cease to carry at least one-half the normal academic workload at a school that is participating in the Guaranteed Student Loan Program (GSLP). During the grace period I may request that the repayment period begin earlier. The length of my grace period will be disclosed on the Notice of Loan Guarantee and Disclosure Statement.

1) The Secretary will pay the interest that accrues on this loan prior to the repayment period and during any deferment period if the lender determines that I qualify to have such payments made on my behalf under the regulations governing the Indiana Guaranteed Student Loan Program (IGSLP). In the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may, however, choose to pay this interest myself. 2) Once the repayment period begins I will be responsible for payment of all the interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period described under Paragraph VIII in this Promissory Note. 3) The lender may add any interest that is not paid when it is due to the unpaid principal balance of this loan in accordance with regulations of SSACI governing the IGSLP. I will repay this loan within 15 years of the date of this Promissory Note, over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply: a) If, during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may later choose to have the repayment period extended to 5 years. b) The lender may require a repayment period shorter than five years to ensure that the payments of all my loans, GSL and PLUS, including those of my spouse, if applicable, are at least \$600.00 per annum principal and interest or the unpaid balance, whichever is less. These terms apply to all holders of my loans, GSL and PLUS, or loans of my spouse. c) Any period described under Paragraph VIII in this Promissory Note or any period for which the lender has granted forbearance will not be included in determining the 5-, 10-, and 15-year periods mentioned above. Forbearance, involving the modification of repayment terms, is explained in Paragraph IX. 4) I must contact the lender at the beginning of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines as set forth in Section 3 of this Paragraph without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender. 5) All payments will be made to the lender's address indicated on the Notice of Loan Guarantee and Disclosure Statement or to any other address the lender designates. 6) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document, known as the Repayment Schedule, that the lender will provide to me before the repayment period begins.

VII. Prepayment. At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note plus accrued interest thereon. In the event of prepayment, I will be entitled to a rebate of any unearned interest that I have paid.

VIII. Deferment. I understand that in certain instances authorized by the Act the payments that I am required to make under Paragraph VI may be deferred. Payments of principal and interest on my loan will be deferred after the repayment period begins, provided I comply with the procedural requirements set forth in the regulations governing the IGSLP in any of these circumstances: 1) While I am enrolled in—a) Full-time study at a school that is participating in the IGSLP (unless I am not a citizen or national of the United States and am studying at a school not located in the United States); b) Full-time study at an institution of higher education or a vocational school that is operated by an agency of the Federal Government (e.g., the service academies); c) A graduate fellowship program approved by the Secretary of Education; or d) A rehabilitation training program for disabled individuals approved by the Secretary of Education. 2) For periods not exceeding 3 years for each of the following while I am—a) On active duty in the Armed Forces of the United States or serving as an officer in the Commissioned Corps of the United States Public Health Service; b) Serving as a Peace Corps Volunteer; c) Serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (ACTION programs) (e.g., VISTA); or d)

Borrower Certification

I certify under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in Section I of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the educational institution to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any educational institution that I may attend or SSACI or its agents, to release to the lending institution, subsequent holder, U.S. Department of Education, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, current address). I also authorize the lender, subsequent holder, their agent, the educational institution, or SSACI to make inquiries or respond to inquiries from my parents, or prior or subsequent lenders or holders, with respect to my loan application and related documents. I certify that the proceeds of any loan made as a result of this application will be used for educational purposes for the academic period covered by this application at the educational institution named on this form. I understand that I am responsible for repaying immediately any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that the total amount of loans received under the Guaranteed Student Loan Program, Title IV, Part B (P.L. 89-329), as amended, will not exceed the allowable maximums. I further certify that I do not now owe a refund on a Pell Grant, a Supplemental Educational Opportunity Grant (SEOG), or State Student Incentive Grant (SSIG) and am not now in default as either a borrower or cosigner on a National Direct Student Loan (NDSL), a Guaranteed Student Loan (GSL), a Federal Insured Student Loan (FISL), or a PLUS Loan. I further authorize my lending institution to issue a check covering the proceeds of my loan, in full, or in part, made payable to me, or, at the lender's option, jointly payable to me and the school, and sent to the school named on this application. I have read and understand the "Statement of Borrower's Rights and Responsibilities" supplied with this application.

NOTICE TO STUDENT AND COSIGNER: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPLICATION AND PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATION.

Serving as a full-time volunteer for an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954, which the Secretary of Education has determined is comparable to service in the Peace Corps or ACTION programs. e) Temporarily totally disabled, as established by an affidavit of a qualified physician, or unable to secure employment because I am providing care required by a spouse who is temporarily totally disabled, as established by an affidavit of a qualified physician. 3) For a period not exceeding 2 years while I am serving in an internship that the Secretary of Education has determined is necessary for me to gain professional recognition required to begin professional practice or service. 4) For a single period not exceeding one year while I am conscientiously seeking but unable to find full-time employment in the United States.

I agree to comply with the relevant Federal regulations and the Rules and Regulations of SSACI, including, without limitation, submission of required forms to the lender. I must subsequently notify the lender as soon as the condition for which the deferment was granted no longer exists.

IX. Modification of Repayment Terms (Forbearance). If I am unable to repay this loan in accordance with the terms established under Paragraph VI, I may request the lender to modify these terms. The lender may, but is not required to, allow any of the following: 1) A short period of time in which payments are waived. 2) A reasonable extension of time for making payments. 3) Making smaller payments than were originally scheduled.

I understand that I will remain responsible for payment of interest during this period which the lender may (a) collect from me on a periodic basis or (b) accrue and add to the principal balance of the loan.

X. Repayment by Department of Defense. Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense in accordance with Section 902 of the Department of Defense Authorization Act of 1981 (P.L. 96-342, 10 U.S.C.2141, note).

Questions concerning the program should be addressed to the local service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the armed services.

XI. Acceleration and Default. Under SSACI's Rules and Regulations governing the IGSLP, I will be in default and the lender will have the right to give me notice that the entire unpaid amount of the loan, including interest and applicable late charges, is immediately due and payable if I: 1) Fail to make any payment when due. 2) Make any false representation for the purposes of obtaining this loan. 3) Use the loan proceeds for other than educational purposes. 4) Fail to enroll in the school that completed the application for the time identified as my loan period. 5) Fail to notify the lender immediately if I (a) drop to less than half-time student status or otherwise change my enrollment status, (b) change my graduation date, (c) change my name or (d) change my address. 6) Break any of my other promises under this Promissory Note. 7) Any bankruptcy proceeding is begun by or against me, or I assign any assets for the benefit of my creditors.

After sending such notice to me, the lender will have the right, without further notice, to take the outstanding balance out of any checking account and/or savings account I have with the lender, if not prohibited by law, but not out of the proceeds of any other property of mine which the lender has a right to take because of any other agreement between the lender and me. If I default, I will still be required to pay interest on this loan from the date of default. A default makes me ineligible for the benefits described under Paragraph VIII, Deferment.

If I fail to make payments when they are due, I will also pay all charges and other costs—including attorney's fees—that are permitted by Federal law and regulations for the collection of these amounts. If this loan is referred for collection to an agency that is subject to the Fair Debt Collection Practices Act, I will pay those collection costs which do not exceed 25 percent of the unpaid principal and accrued interest. Declaring these amounts immediately due and payable is at the option of the lender, which it may do only after complying with applicable notice and other requirements of law. Failure to exercise this option does not constitute a waiver of the lender's right to exercise the option at a later date. If I default, the lender may endorse this Promissory Note to the State of Indiana. I will then be required to pay the State of Indiana all amounts owed.

XII. Credit Bureau Notification. If I default on this loan, the lender or guarantor may report the default to credit bureau organizations. This may significantly and adversely affect my credit rating. The lender must provide information on the repayment status of this loan to any credit bureau organization upon my request. If not otherwise prohibited by law, the lender or SSACI may disclose information about the status of this loan to credit bureau organizations.

XIII. Late Charges. The lender may collect from me a late charge if I fail to make any part of an installment payment within 10 days after it is due, unless I provide documentation that I am entitled to have the payment deferred as described under Paragraph VIII in this Promissory Note. A late charge may not exceed \$5 or 5% of an installment, whichever amount is less.

XIV. Transference of Ownership. If the lender assigns (e.g., sells) the loan and the right to receive payments, I must be sent a clear notification which spells out my obligations to the party to which my loan was assigned.

By accepting assignment of this note, any subsequent holder agrees to comply with all Rules and Regulations of the Indiana Guaranteed Student Loan Program.

XV. Additional Agreements. 1) Any notice required to be given to me will be effective when mailed by first class mail to the latest address the lender has for me. 2) The lender's or SSACI's failure to enforce or insist I comply with any term of this Promissory Note is not a waiver of their rights. No provision of this Promissory Note can be waived or modified except in writing. 3) I understand that I must repay this loan even though I may be under 18 years of age. 4) In this Promissory Note the words I, me and my mean the borrower identified in Section I, Item 2 of the Application and any cosigner to this Note. 5) I agree that should any part of this Promissory Note be found to be unenforceable by any court of competent jurisdiction, said determination will not, as to that jurisdiction, invalidate or render unenforceable the remaining provisions of this Promissory Note.

I, the student borrower, understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the lender), the insurance premium, the Origination Fee, the interest rate, and the grace period. I, the student borrower, understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

NOTICE TO COSIGNER

If you have been requested to complete Item 19B of the Application and Promissory Note, you have been asked to guarantee the debt evidenced by the Promissory Note. Think carefully before you do. If the borrower doesn't pay this debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increases this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 04/20/1987

Last Disbursement Date: 04/20/1987

Disbursement Amount: \$1,313.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT

B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 01/28/93, the BORROWER executed promissory note(s) to secure loan(s) of \$2,625.00 from EFS, Indianapolis, IN. This loan was disbursed for \$2,625.00 on 02/12/93 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 06/08/00, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,475.12 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 08/20/07, assigned its right and title to the loan to the Department.

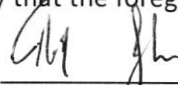
Since assignment of the loan, the Department has credited a total of \$102.58 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$1,781.45
Interest: \$ 571.76
Total debt as of 10/12/17: \$2,353.21

Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$0.20 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT C

MICHIGAN GUARANTEE AGENCY

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

05689

AG- X-000026-08 D

SECTION I - TO BE COMPLETED BY THE STUDENT - READ THE INSTRUCTIONS - TYPE OR PRINT IN INK

1 Social Security Number 1594	2 Last Name, First, Middle Initial, Permanent Address COX, Lori D UNION MI 49132	3 Birthdate 67
4 Driver's License State MI Number	5 Area Code/Telephone Number none	
6 U.S. Citizenship Status (Check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Eligible Non Citizen Alien ID Number	7 References - You must provide 3 separate adult references with different addresses. If your Lender requires a cosigner, make the cosigner your first reference. (Carefully read instructions)	
Name Laura Keesling	Name Clifford Cox	Name Mike Cr
Street Address	Street Address	Street Address
City, State, Zip Bristol TN 37620	City, State, Zip Elkhart TN 46517	City, State, Zip Boston IN 46026
Telephone (219) 848 5718	Telephone (219) 293-6948	Telephone (219) 534 8153
Employer JET	Employer Quality Eng. Products	Employer EFS
8 Intended Enrollment Status (Check one) <input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time	9 Major Course of Study 08	10 Requested Loan Amount 2625
11 Have you ever defaulted on an education loan? (Check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12 Do you have any unpaid Stafford Loans or a Consolidation Loan with a Stafford portion? (Check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13 Loan Period For this Loan From 09-92 To 04-93
14 Total unpaid balance of your most recent Stafford Loan. 932.00	15 Use chart provided in instructions	16 Grade level of your most recent Stafford Loan 1
17 Total unpaid balance of all your Stafford Loans or any portion of your Stafford Loans included in a Consolidation Loan. .00	18 Do you have any outstanding Stafford, PLUS or SLS Loans made for enrollment periods beginning before July 1, 1988 or a Consolidation Loan which repaid loans for enrollment periods beginning before such date? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	19 Beginning and ending dates of your most recent Stafford Loan. From 05-87 To 08-87
20 Name and Address of Previous Lender, if any EFS PO Box 826 INDIANAPOLIS, TN 46206		

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 16.

16. PERMANENT RESIDENT OF / MI / SINCE MONTH / 10 / YEAR / 89 /

EFS.

FEB 09 1993

Promissory Note for a Stafford Loan

I, Promise To Pay. I, the undersigned Borrower, promise to pay you or your order when this Note becomes due a sum certain equal to the loan amount I have requested in Section I, Item 10 of this Application or any lesser amount which will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies I have read, understand and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the Application Booklet.

Notice to Student: Terms of the Promissory Note continue on the reverse side. Retain Copy D for your records.

I understand this is a Promissory Note. I will not sign this Promissory Note before reading it, including the writing on the reverse side, even if otherwise advised. As a Borrower, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disclosure Statement and any agreement I sign. By signing this Promissory Note I, the Borrower, acknowledge I have received an exact copy of this Note.

20A Signature of Student Borrower
Lori D Cox
Date
01-28-93

SECTION II - TO BE COMPLETED BY THE SCHOOL

21 Name and Address of School SOUTHWESTERN MICHIGAN COLLEGE 58900 CHERRY GROVE RD DOWAGIAC MI 49047	22 School Code 002317	23 Area Code/Telephone Number 616/782-5113	24 Grade Level Code 2
25 Anticipated Completion Date Mo Yr 5/93	26 Enrollment Period Covered by Loan Mo Day Yr Mo Day Yr 9/9/92 4/26/93		
27 Family Adjusted Gross Income 7514.00	28 Estimated Cost of Attendance for Loan Period 6800.00	29 Estimated Financial Aid for Loan Period 3890.00	30 Expected Family Contribution 224.00
31 Reduced Stafford Eligibility .00	32 Recommended Disbursement Date(s) must be completed 2/15/93	33 Difference (28 minus the sum of 29 and 30) 2686.00	
34 Signature of Financial Aid Officer Robert S. Campbell Type or Print Name and Title ROBERT S. CAMPBELL DEAN OF FINANCIAL AID Date 1/28/93			

SECTION III - TO BE COMPLETED BY THE LENDER

35 Name, City and State of Lending Institution XXXXXXX EFS XXXXXXX 8425 WOODFIELD CROSSING XXXXXXX SUITE 401 XXXXXXX INDIANAPOLIS IN 46240 ATTN: DEBBIE	36 Lender Code 805911	37 Area Code/Telephone Number 616-396-9088	38 Loan Amount Approved 00
39 Interest Rate %	40 Anticipated Disbursement Date(s) Mo Day Yr Mo Day Yr		
41 Fee			
42 Authorized Lending Officer Type or Print Name and Title Date	43 For Lender Use Only		



MICHIGAN

Guaranty Agency

INDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR PROMISSORY NOTE WITH UNITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
(Last, First, Middle)

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 02/12/1993

Last Disbursement Date: 02/12/1993

Disbursement Amount: \$2625.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), the Michigan Guaranty Agency (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectible by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by this agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

June 29, 2007
Date


Signature of Guaranty Agency Official

Michelle L. Spitzley, Collections Analyst
Print Name and Title

P. O. Box 30047 • Lansing, MI 48909 • (800) MGA-LOAN • Fax (517) 636-0655
mga@michigan.gov • Michigan Higher Education Assistance Authority • Michigan.gov/mistudentaid

EXHIBIT

D

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #3 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 03/21/94 and 07/05/94, the BORROWER executed promissory note(s) to secure loan(s) of \$3,500.00 and \$2,000.00 from Gainer Bank, Indianapolis, IN. This loan was disbursed for \$3,334.00 on 04/18/94 and \$2,000.00 on 07/21/94 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 09/21/00, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$6,463.34 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 11/02/09, assigned its right and title to the loan to the Department.

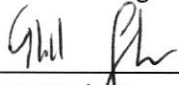
Since assignment of the loan, the Department has credited a total of \$507.83 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$6,463.34
Interest: \$4,627.29
Total debt as of 10/12/17: \$11,090.63

Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$0.72 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT E

Application and Promissory Note for Federal Stafford Loans (Subsidized and Unsubsidized) and Federal Supplemental Loans for Students (SLS)			STATE STUDENT ASSISTANCE COMM OF INDIANA	
WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.			EFS	
Borrower Section			Please Print Neatly or Type	
1. Last Name			First Name	
COX			LORI	
3. Permanent Street Address (If P.O. Box, see instructions)			4. Telephone Number	
KOKOMO IN 46901			(317) 868-0541	
5. Loan Period (MO/YR)			6. Driver's License Number (List State Abbreviation First)	
From: 01/94 To: 05/94			IN	
7. Lender Name			8. Lender Code, If Known	
GARNER BANK INC			803602	
9. Date of Birth (MO/DAY/YR)			10. a. Check the interest rate for your most recent Federal Stafford Loan, if any:	
167			2.7% <input type="checkbox"/> 8% <input checked="" type="checkbox"/> 9% <input type="checkbox"/> 8/10% <input type="checkbox"/> Variable <input type="checkbox"/>	
b. Do you currently have an outstanding federal SLS, PLUS, or Consolidation Loan(s) at agencies other than the one this application will be processed by?			If yes, check here: <input type="checkbox"/>	
11. REFERENCES: You must provide two separate references with different addresses. Both references must be completed fully.				
Name				
Permanent Address				
City, State, Zip Code				
Area Code/Telephone				
Relationship to Borrower				
Name				
Permanent Address				
City, State, Zip Code				
Area Code/Telephone				
Relationship to Borrower				
LOAN ASSISTANCE REQUESTED				
12. I wish to apply for the following types of loans in the order presented to the extent that I am eligible: (See Instructions - Select all that apply)				
a. <input checked="" type="checkbox"/> SUBSIDIZED FEDERAL STAFFORD b. <input type="checkbox"/> UNSUBSIDIZED FEDERAL STAFFORD c. <input type="checkbox"/> FEDERAL SUPPLEMENTAL LOANS FOR STUDENTS (SLS)				
13. I request a total amount under these programs not to exceed (see instructions for loan maximums):				
My school will certify my eligibility for each program for which I am applying. The amount and other details of my loan(s) will be described to me in a Disclosure Statement.				
\$ (0) 500.00				
14. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and SLS loan(s) during the in-school and grace periods.				
If I check no, I do not want to defer repayment.				
a. Yes, I want a deferment: <input type="checkbox"/> b. No, I do not want a deferment: <input checked="" type="checkbox"/>				
15. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.				
a. Yes, I want my interest capitalized: <input type="checkbox"/> b. No, I prefer to pay the interest: <input checked="" type="checkbox"/>				
16. If my school participates in EFT, I authorize the school to transfer the loan proceeds received by EFT to my student account.				
a. Yes <input type="checkbox"/> b. No <input checked="" type="checkbox"/>				
17. Are you delinquent on any non Title IV federal debt?				
a. Yes <input type="checkbox"/> b. No <input checked="" type="checkbox"/>				
PROMISSORY NOTE (Continued on the reverse side)				
PROMISE TO PAY				
I promise to pay to the Lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued.				
I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. My signature certifies I have read and agree to the terms and conditions, including the "Borrower's Certification," printed on the reverse side of this Application and Promissory Note.				
THIS IS A LOAN(S) THAT MUST BE REPAYED				
18. Borrower's Signature				
Today's Date (MO/DAY/YR)				
COX				
03/21/94				
SCHOOL CERTIFICATION SECTION				
TO BE COMPLETED BY SCHOOL				
19. School Name				
25. School Code/Branch				
30. Telephone Number				
26. Cost of Attendance				
31. Recommended Disbursement Date(s) (MO/DAY/YR)				
27. Federal Expected Family Contribution				
28. Estimated Financial Aid				
29. Certified Loan Amount(s)				
32. Signature of Authorized School Official				
33. Lender Name				
34. Lender Code/Branch				
35. Telephone Number				
36. Lender Use Only				
37. Amount(s) Approved				
38. Signature of Authorized Lending Official				

LENDER COPY

EXHIBIT

F



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 04/18/1994

Last Disbursement Date: 04/18/1994

Disbursement Amount: \$3,334.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT F

Application and Promissory Note

for Federal Stafford Loans (Subsidized and Unsubsidized)

and Federal Supplemental Loans for Students (SLS)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor or Program Identification

UNITED STUDENT AID FUNDS, INC.

US

JUN 28 1994

PROC CODE: MKTXX

READ THE INSTRUCTIONS CAREFULLY

BORROWER SECTION

Please Print Neatly or Type

1. Last Name COX	First Name Lori	MI D	2. Social Security Number 11594
3. Permanent Street Address (If P.O. Box, see instructions) 700 KOMO		4. Telephone Number (317) 868-0541	5. Loan Period (MO/YR) From: 5-94 To: 8-94
City KOKOMO	State IN	Zip Code 46901	6. Driver's License Number (List State Abbreviation First) 803602
7. Lender Name GARNER BANK	City KOKOMO	State IN	Zip Code 46901
10. a. Check the interest rate for your most recent Federal Stafford Loan, if any: 7% <input type="checkbox"/> 8% <input checked="" type="checkbox"/> 9% <input type="checkbox"/> 8/10% <input type="checkbox"/> Variable <input type="checkbox"/>		b. Do you currently have on outstanding federal SLS, PLUS, or Consolidation Loan(s) at agencies other than the one this application will be processed by? If yes, check here: <input type="checkbox"/>	
11. REFERENCES: You must provide two separate references with different addresses. Both references must be completed fully.			
Name LAURA BIGA	Butch Cox		
Permanent Address 10K12100 IN 46507			
City, State, Zip Code (219) 848-5718	(317) 868-0541		
Area Code/Telephone Relationship to Borrower	MOTHER		
FATHER			

LOAN ASSISTANCE REQUESTED

12. I wish to apply for the following types of loans in the order presented to the extent that I am eligible: (See instructions - Select all that apply)			
<input checked="" type="checkbox"/> SUBSIDIZED FEDERAL STAFFORD	<input type="checkbox"/> UNSUBSIDIZED FEDERAL STAFFORD	<input type="checkbox"/> FEDERAL SUPPLEMENTAL LOANS FOR STUDENTS (SLS)	
13. I request a total amount under these programs not to exceed (see instructions for loan maximums). My school will certify my eligibility for each program for which I am applying. The amount and other details of my loan(s) will be described to me in a Disclosure Statement.		\$ 2000 .00	
14. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.			
15. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.		a. Yes, I want a deferment <input checked="" type="checkbox"/> b. No, I do not want a deferment: <input type="checkbox"/>	
16. If my school participates in EFT, I authorize the school to transfer the loan proceeds received by EFT to my student account.		a. Yes <input checked="" type="checkbox"/> b. No <input type="checkbox"/>	
17. Are you delinquent on any non Title IV federal debt?		a. Yes <input type="checkbox"/> b. No <input checked="" type="checkbox"/>	

PROMISSORY NOTE (Continued on the reverse side)

PROMISE TO PAY

I promise to pay to the Lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued.

I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. My signature certifies I have read and agree to the terms and conditions, including the "Borrower's Certification," printed on the reverse side of this Application and Promissory Note.

THIS IS A LOAN(S) THAT MUST BE REPAYED

18. Borrower's Signature **Lori D Cox**
Today's Date (MO/DAY/YR) **July 5 94**

SCHOOL CERTIFICATION SECTION

19. School Name IUK	25. School Code/Branch 001814	30. Telephone Number (317) 455-9216
20. Street Address 2300 Washington St	26. Cost of Attendance \$ 4095	31. Recommended Disbursement Date(s) (MO/DAY/YR) 1st. 7/28/94 2nd. 8/1/94
City Kokomo	27. Federal Expected Family Contribution \$ 0	3rd. 8/1/94 4th. 8/1/94
State IN	28. Estimated Financial Aid \$ 1037	32. Signature of Authorized School Official Kennedy - Fletcher
Zip Code 46901	29. Certified Loan Amount(s) a. Subsidized \$ 2000 00 b. Unsubsidized \$ 0 00	Print or Type Name Kennedy - Fletcher
21. Loan Period (MO/DAY/YR) From 5/1/94 To 8/1/94	3. SLS \$ 0 00	Date 7/5/94
22. Grade Level 3	Check box if electronically transmitted to guarantor <input type="checkbox"/>	
23. Enrollment Status: Full Time <input type="checkbox"/> At Least Half Time <input checked="" type="checkbox"/>		
24. Anticipated Completion (Graduation) Date (MO/DAY/YR) 12/1/95		

LENDER SECTION

33. Lender Name C/O USA FUNDS - P.O. BOX 6156	34. Lender Code/Branch 803602	35. Telephone Number (800) 824-7044
Street Address INDIANAPOLIS, IN 46206-6156	37. Amount(s) Approved a. Subsidized \$ 0 00 b. Unsubsidized \$ 0 00 c. SLS \$ 0 00	36. Lender Use Only Print or Type Name, Title and Date
City INDIANAPOLIS	State IN	Zip Code 46206

1036

LENDER COPY

EXHIBIT

F



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: .1594

First Disbursement Date: 07/21/1994

Last Disbursement Date: 07/21/1994

Disbursement Amount: \$2,000.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT

F

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #4 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 10/18/95 and 05/02/96, the BORROWER executed promissory note(s) to secure loan(s) of \$2,000.00 and \$2,000.00 from Society National Bank, Indianapolis, IN. This loan was disbursed for \$2,000.00 on 10/30/95 and \$2,000.00 on 05/30/96 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 06/29/02, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$4,461.38 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 11/02/09, assigned its right and title to the loan to the Department.

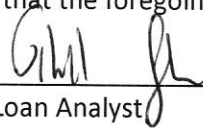
Since assignment of the loan, the Department has credited a total of \$321.26 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$4,461.38
Interest:	\$2,643.25
Total debt as of 10/12/17:	\$7,104.63

Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$0.50 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17


Loan Analyst
Litigation Support Unit

Philippe Gullon
Loan Analyst

EXHIBIT

G

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

 Guarantor or Program Identification
UNITED STUDENT AID FUNDS, INC.

94

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code, and 20 U.S.C. 1097.

 US
 EFS

Borrower Section

Please print neatly or type. Read the instructions carefully.

1. Last Name COX		First Name Lori		Date of Birth OCT 23 1995		MI D		2. Social Security Number -1594	
3. Permanent Street Address (If P.O. Box, see instructions.)					4. Telephone Number (219) 848 5718		5. Loan Period (Month/Year) From: 08-95 To: 05-96		
City BRISTOL		State IN		Zip Code 46507		6. Driver's License Number (List state abbreviation first) MI 2			
7. Lender Name		City		State		Zip Code		8. Lender Code, if known 824573	
								9. Date of Birth (Month/Day/Year) 67	

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.

Name	1. Mike Cox	2. Ruth Riga
Permanent Address		
City, State, Zip Code	Washen IN 46526	Bristol IN 46507
Area Code/Telephone	(219) 534-3291	(219) 848-7766
Relationship to Borrower	brother	aunt

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
- ☒ a. Subsidized Federal Stafford ☐ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums): My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
- \$ **2000 .00**
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want a deferment.
- ☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
- ☐ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
- ☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED

16. Borrower's Signature **Lori B Cox** Today's Date (Month/Day/Year) **10-18-95**

School Section

To be completed by an authorized school official.

17. School Name Bethel College		23. School Code/Branch 001787		28. Telephone Number (219) 257-3316	
18. Street Address 1001 W. McKinley		24. Cost of Attendance \$ 7136 .00		29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 10/30/95 2nd 12/15/95	
City Mishawaka State IN Zip Code 46505		25. Federal Expected Family Contribution \$ -0- .00		3rd 4th	
19. Loan Period (Month/Day/Year) From: 8/29/95 To: 5/7/96		26. Estimated Financial Aid \$ 1170 .00		30. School Certification (See box on the reverse side.) Signature of Authorized School Official Guy A. Fisher, Fin Aid Dir	
20. Grade Level 1		27. Certified Loan Amounts a. Subsidized \$ 2625 .00 b. Unsubsidized \$ -0- .00		Print or Type Name and Title 10/19/95	
21. Enrollment Status (Check one.) <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> At Least Half Time				Date 10/19/95	
22. Anticipated Completion (Graduation) Date (Month/Day/Year) 5/10/99				Check box if electronically transmitted to guarantor <input type="checkbox"/>	

Lender Section

To be completed by an authorized lending official.

31. Lender Name EFS THRU SNB AS TRUSTEE		32. Lender Code/Branch 824573		33. Telephone Number (800) 635-1867		34. Lender Use Only 02	
Street Address PO BOX 2307		35. Amount(s) Approved a. Subsidized \$ 2000 .00 b. Unsubsidized \$ -0- .00		36. Signature of Authorized Lending Official KLS		Print or Type Name, Title, and Date	
City INDPLS, IN State IN Zip Code 46206							



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 10/30/1995

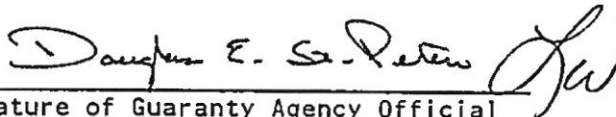
Last Disbursement Date: 10/30/1995

Disbursement Amount: \$2,000.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE


Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT H



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 05/30/1996

Last Disbursement Date: 05/30/1996

Disbursement Amount: \$2,000.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT H

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #5 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 12/13/96, the BORROWER executed promissory note(s) to secure loan(s) of \$2,094.00 from the U.S. Department of Education. This loan was disbursed for \$2,094.00 on 12/14/96 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 02/01/03. Pursuant to 34 C.F.R. § 685.202(b), a total of \$158.36 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$182.58 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

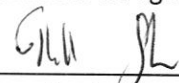
Principal: \$2,252.36
Interest: \$1,381.32

Total debt as of 10/12/17: \$3,633.68

Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$0.25 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT I

William D. Ford Federal Direct Loan Program
U.S. Department of Education

*PE:

SBSDSL1*

OMB No. 1840-0667
Form Approved
Exp. Date 12/31/98

Warning: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Loan
Federal Direct Unsubsidized Stafford/Ford Loan
Promissory Note and Disclosure
Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

COX, LORI DENT

IMAGE-RECORDS

DEC 24 1996

BRISTOL, IN 46507

111

2. Social Security Number

1594

3. Date of Birth

/67

4. Area Code/Telephone Number

(219) 848-1971

5. Driver's License Number (List state abbreviation first.)

IN

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name

1. Laura Riga

2. Clifford Cox

Permanent Address

City, State, Zip Code

Bristol, IN 46507

Bristol, IN 46507

Area Code/Telephone Number

(219) 848-7766

(219) 257-1280

Section B: To Be Completed By The School

7. School Name

INDIANA UNIVERSITY SOUTH BEND

8. Loan Period
ApprovedFrom: MM/DD/YY
08/26/96To: MM/DD/YY
12/15/96

9. School Address (street, city, state, zip code)

1700 MISHAWAKA AVENUE, SOUTH BEND, IN 46634-7111

10. School Code/Branch
G01816

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

Anticipated Disbursement Dates		Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
						VARIABLE
Direct Subsidized Loan	1ST	08/16/96	\$ 1047	4.00	\$ 41	\$ 1006
	2ND	08/16/96	\$ 1047	4.00	\$ 41	\$ 1006
	Total		\$ 2094		\$ 82	\$ 2012
Direct Unsubsidized Loan						
Total						

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of the Promissory Note and a statement of the

Borrower's Rights and Responsibilities. My signature certifies that I have read, understand and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

309801594-S-97-G01816-2-01

01

12. Signature of Borrower

Lori D. Cox

Date

12-13-96

12/13/96

10:07:00

EXHIBIT

J

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #6 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 08/03/98, the BORROWER executed promissory note(s) to secure loan(s) of \$5,300.00 from EFS, Indianapolis, IN. This loan was disbursed for \$2,750.00 and \$2,500.00 on 08/26/98 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 06/27/02, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$6,328.43 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 11/02/09, assigned its right and title to the loan to the Department.

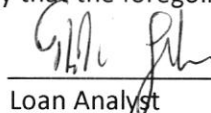
Since assignment of the loan, the Department has credited a total of \$435.98 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$6,328.43
Interest:	\$3,006.67
Total debt as of 10/12/17:	\$9,335.10

Interest accrues on the principal shown here at the current rate of 3.28% and a daily rate of \$0.57 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17



Loan Analyst
Litigation Support Unit

Philippe Gullon
Loan Analyst

EXHIBIT K

Application and Promissory Note for
Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097

USDC IN/ND case 3:18-cv-00156 document 1-4 filed 03/01/18 page 2 of 9

USA Funds

EFS

AUG 24 1998

Borrower Section

Please print neatly or type. Read the instructions carefully.

1. Last Name COX	First Name Lori	MI D	2. Social Security Number 1594
3. Permanent Street Address (If P.O. Box, see instructions.) Goshen		4. Telephone Number (219) 534-1977	5. Loan Period (Month/Year) From 8/1/98 to 08/98
City Goshen	State IN	Zip Code 46526	6. Driver's License Number (List state abbreviation first.) IN
7. Lender Name EFS	City Indianapolis	State IN	Zip Code 46257
8. Lender Code, if known 824573		9. Date of Birth (Month/Day/Year) -67	
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.			
Name 1. Laura Kga 2. Clifford Cox			
Permanent Address City, State, Zip Code Area Code/Telephone Relationship to Borrower			
1. 219, 534-1977 Mother			
2. 219, 295-9281 Clifford Cox			

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions)
- ☒ a. Subsidized Federal Stafford ☒ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums). My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
- ☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
- ☒ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
- ☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

Continued on the reverse side.

THIS IS A LOAN(S) THAT MUST BE repaid.

16. Borrower's Signature **Lori D Cox** Today's Date (Month/Day/Year) **8/3/98**

School Section

To be completed by an authorized school official.

17. School Name Bethel College	23. School Code/Branch 001787	28. Telephone Number (219) 257-3316
18. Street Address 1001 W. McKinley	24. Cost of Attendance \$ 7950	29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 8/3/98 2nd 8/4/98
City Mishawaka	State IN	Zip Code 46545
19. Loan Period (Month/Day/Year) From 8/1/98 To 8/31/98	25. Federal Expected Family Contribution \$ -0-	30. School Certification (See box on the reverse side.) Signature of Authorized School Official Cindi Holm Print or Type Name and Title Cindi Holm Student Loan Coord. Date 8/3/98
20. Grade Level 3	26. Estimated Financial Aid \$ 1350	31. Check box if electronically transmitted to guarantor <input type="checkbox"/>
21. Enrollment Status (Check one.) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time	27. Certified Loan Amounts a. Subsidized \$ 2750 b. Unsubsidized \$ 2500	
22. Anticipated Completion (Graduation) Date (Month/Day/Year) 01/31/99		

Lender Section

To be completed by an authorized lending official.

31. Lender Name EFS	32. Lender Code/Branch 824573	33. Telephone Number ()	34. Lender Use Only 02
Street Address P.O. Box 2307	35. Amount(s) Approved a. Subsidized \$ 2750 b. Unsubsidized \$ 2500	36. Signature of Authorized Lending Official DMS ORIGINAL Print or Type Name, Title, and Date	
City Indpls.	State IN	Zip Code 46206	



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 08/26/1998

Last Disbursement Date: 08/26/1998

Disbursement Amount: \$2,750.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT L



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: -1594

First Disbursement Date: 08/26/1998

Last Disbursement Date: 08/26/1998

Disbursement Amount: \$2,500.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT L

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #7 OF 7

Lori Deni Cox
Aka: Lori D. Cox, D. Lori Cox

Shipshewana, IN 46565-9795
Account No. XXXXX1594

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 10/12/17.

On or about 09/22/98 and 10/29/98, the BORROWER executed promissory note(s) to secure loan(s) of \$4,750.00 and \$2,000.00 from Chase Manhattan Bank, Panama City, FL. This loan was disbursed for \$2,375.00 on 10/13/98 and \$2,000.00 on 11/16/98 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by United Student Aid Funds, Inc., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 12/12/02, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$5,084.21 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 11/02/09, assigned its right and title to the loan to the Department.

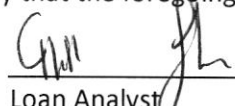
Since assignment of the loan, the Department has credited a total of \$345.50 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$5,084.21
Interest:	\$2,324.80
Total debt as of 10/12/17:	\$7,409.01

Interest accrues on the principal shown here at the current rate of 3.28% and a daily rate of \$0.46 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11-9-17


Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT M

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor or Program Identification
UNITED STUDENT AID FUNDS, INC.

94

US

Please print neatly or type. Read the instructions carefully.

Borrower Section

1. Last Name Cox	First Name Lori	MI D	2. Social Security Number 1594
3. Permanent Street Address (If D.O. Rev. see instructions)		4. Telephone Number (219) 534-1977	5. Loan Period (Month/Year) From 08/98 To 12/98
City Goshen	State IN	Zip Code 46526	6. Driver's License Number (If let state administration first)
7. Lender Name Chase Manhattan	State IN	Zip Code 46206	8. Lender Code, if known 824573
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.		9. Date of Birth (Month/Day/Year) 1/67	
Name Laura Rina		Name Clifford Cox	
Permanent Address City, State, Zip Code Dist 1 IN 46507		Permanent Address City, State, Zip Code Alhambra IN 46517	
Area Code/Telephone (816) 483-2686		Area Code/Telephone (219) 295-9281	
Relationship to Borrower mother		Relationship to Borrower brother	

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums). My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
- ☒ a. Subsidized Federal Stafford ☐ b. Unsubsidized Federal Stafford
- \$4750.00**
- ☒ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
- ☒ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
- ☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Continued on the reverse side.

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

16. Borrower's Signature **Lori D. Cox**Today's Date (Month/Day/Year) **09-22-98**

School Section

17. School Name Bethel College	23. School Code/Branch 001787	28. Telephone Number ()
18. Street Address	24. Cost of Attendance \$14900	29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 2nd
City State Zip Code	25. Federal Expected Family Contribution \$0	3rd 4th
19. Loan Period (Month/Day/Year) From To	26. Estimated Financial Aid \$3600	30. School Certification (See box on the reverse side.) Submitted via
20. Grade Level 4	27. Certified Loan Amounts a. Subsidized \$5500 b. Unsubsidized \$	Signature of Authorized School Official Line SS
21. Enrollment Status (Check one.) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		Print or Type Name and Title 9/24/98
22. Anticipated Completion (Graduation) Date (Month/Day/Year)		Date Check box if electronically transmitted to guarantor: <input type="checkbox"/>

To be completed by an authorized lending official.

Lender Section

31. Lender Name Chase Manhattan	32. Lender Code/Branch 824573	33. Telephone Number (800) 635-1867	34. Lender Use Only
Street Address PO BOX 2307	35. Amount(s) Approved a. Subsidized \$ b. Unsubsidized \$		
City State Zip Code INDPLS, IN 46206	36. Signature of Authorized Lending Official	Print or Type Name, Title, and Date	

LENDER COPY



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 10/13/1998

Last Disbursement Date: 10/13/1998

Disbursement Amount: \$2,375.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT N

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097d.

Guarantor or Program Identification

United Student Aid Funds

Borrower Section

Please print neatly or type. Read the instructions carefully.

1. Last Name <u>COX</u>	First Name <u>Lori</u>	MI <u>D</u>	2. Social Security Number <u>-1594</u>
3. Permanent Street Address (If P.O. Box, see instructions.) <u>Goshen IN 46527</u>		4. Telephone Number <u>(219) 234-1977</u>	5. Loan Period (Month/Year) From: <u>08-98</u> To: <u>01-99</u>
City <u>Goshen</u>	State <u>IN</u>	Zip Code <u>46527</u>	6. Driver's License Number (List state abbreviation first) <u>IN 8922-99-8486</u>
7. Lender Name <u>Chase</u>	City <u>Manhattan</u>	State <u>NY</u>	Zip Code <u>10017</u>
8. Lender Code, if known <u>10017</u>		9. Date of Birth (Month/Day/Year) <u>-67</u>	
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.			
Name 1. <u>Laura Riga</u>		2. <u>Clifford Cox</u>	
Permanent Address <u>101501 IN 46507</u>		<u>Elkhart IN 46526</u>	
City, State, Zip Code <u>Goshen IN 46527</u>		<u>Elkhart IN 46526</u>	
Area Code/Telephone <u>(616) 483-2686 (business)</u>		<u>(219) 295-9281</u>	
Relationship to Borrower <u>brother</u>		<u>brother</u>	

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):
- ☐ a. Subsidized Federal Stafford ☒ b. Unsubsidized Federal Stafford
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums): My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
- \$ 2000.00
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
- ☐ a. Yes, I want a deferment ☐ b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
- ☐ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
- ☐ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE repaid.

16. Borrower's Signature Lori D Cox Today's Date (Month/Day/Year) 10-29-98

School Section

To be completed by an authorized school official.

17. School Name <u>BETHEL COLLEGE</u>	23. School Code/Branch <u>001787-0000</u>	28. Telephone Number <u>(219) 257-3316</u>
18. Street Address <u>1001 W MCKINLEY AVE</u>	24. Cost of Attendance <u>\$ 7450.00</u>	29. Recommended Disbursement Date(s) (Month/Day/Year)
City <u>MISHAWAKA</u>	25. Federal Expected Family Contribution <u>\$ 0.00</u>	1st <u> </u> 2nd <u> </u>
State <u>IN</u>	26. Estimated Financial Aid <u>\$ 9250.00</u>	3rd <u> </u> 4th <u> </u>
Zip Code <u>46545</u>	27. Certified Loan Amounts	30. School Certification (See box on the reverse side.)
19. Loan Period (Month/Day/Year) From: <u> </u> To: <u> </u>	a. Subsidized \$ <u> </u> .00	<u>Submitted via</u>
20. Grade Level <u>4</u>	b. Unsubsidized \$ <u>2000.00</u> .00	Signature of Authorized School Official <u>Lina SS</u>
21. Enrollment Status (Check one.) <input type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		Print or Type Name and Title <u>11/2/98</u>
22. Anticipated Completion (Graduation) Date (Month/Day/Year) <u> </u>		Date <u>11/2/98</u>
Check box if electronically transmitted to guarantor: <input type="checkbox"/>		

Lender Section

To be completed by an authorized lending official.

31. Lender Name <u>Chase Manhattan Bank</u>	32. Lender Code/Branch <u>807807</u>	33. Telephone Number <u>(800) 828-0290</u>	34. Lender Use Only
Street Address <u>c/o Post Office Box 59012</u>	35. Amount(s) Approved		
City <u>Panama City</u>	a. Subsidized \$ <u> </u> .00	b. Unsubsidized \$ <u> </u> .00	
State <u>FL</u>	36. Signature of Authorized Lending Official	Print or Type Name, Title, and Date	
Zip Code <u>32412-9012</u>			



UNITED STUDENT AID FUNDS, INC.
C/O SALLIE MAE, INC.
P.O. BOX 6108
INDIANAPOLIS IN 46206-6108

IDEMNIFICATION AGREEMENT FOR THE ASSIGNMENT OF FEDERAL
FAMILY EDUCATION LOAN WITH DAMAGED PROMISSORY NOTE OR
PROMISSORY NOTE WITH UNINITIALED ALTERATIONS

Borrower's Current Name: COX LORI D
Last First MI

Borrower's Previous Name: _____
(Last, First, Middle)

Borrower's Correct SSN: 1594

First Disbursement Date: 11/16/1998

Last Disbursement Date: 11/16/1998

Disbursement Amount: \$2,000.00

In assigning Stafford Student Loans/Supplemental Loans for Students/Parent (PLUS) Loans/Consolidated Loans to the Secretary of Education (hereinafter "the Secretary"), United Student Aid Funds, Inc. (hereinafter "Guaranty Agency") agrees that if any loan assigned to the Secretary by the Guaranty Agency without an original promissory note or certified true copy in good condition should become uncollectable by reason of such damaged promissory note or because it contains alterations without the borrower's initials, or if the Secretary, in his sole discretion, determines that the loan cannot be enforced because of the damaged or altered promissory note, the Secretary is entitled to recover from the Guaranty Agency the amount of reinsurance attributable to such loan previously paid to the Guaranty Agency, plus interest from the date the reinsurance was paid. The Secretary may recover amounts due under this agreement by withholding such amounts from any payments due to the Guaranty Agency from the Department of Education.

The Guaranty Agency also agrees that the assignment of any loan covered by this Agreement includes the assignment to the Secretary of any rights held by the Guaranty Agency under any indemnification agreement or warranty executed by the lender in favor of the Guaranty Agency (lender indemnification agreement). In the event the Secretary recovers from the Guaranty Agency the amount paid in reinsurance for a loan covered by the agreement, the Secretary will release to the Guaranty Agency his rights in the applicable lender indemnification agreement.

06/18/2009
DATE

Douglas E. St. Peters
Signature of Guaranty Agency Official
Douglas E. St. Peters
Vice President Portfolio Management
As authorized agent for
United Student Aid Funds, Inc.

DSUAUS

EXHIBIT N

AO 440 (Rev. 02/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF INDIANA

UNITED STATES OF AMERICA,)	
Plaintiff,)	
)	
v)	Civil Action No. 3:18CV156
)	
LORI D. COX,)	
Defendant.)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Lori D. Cox
55 Roxbury Park
Goshen, Indiana 46526

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

U.S. Attorney's Office
Sharon Jefferson, Assistant U.S. Attorney
5400 Federal Plaza, Suite 1500
Hammond, IN 46320

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 02/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(1))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

- ☐ I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or
- ☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ ,
a person of suitable age and discretion who resides there, on *(date)* _____ ,
and mailed a copy to the individual's last known address; or
- ☐ I served the summons on *(name of individual)*, _____ who is designated
by law to accept service of process on behalf of *(name of organization)* _____ on
(date) _____; or
- ☐ I returned the summons unexecuted because _____
_____; or
- ☐ Other: Served by Certified Mail, Return Receipt Requested; copy below.

I declare under penalty of perjury that this information is true.

Date: _____

Anita J. Kammer, Paralegal Specialist
U.S. Attorney's Office
5400 Federal Plaza, Suite 1500, Hammond, IN 46320